

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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HELAL AHMED, PARVEZ ALI, MD. G. MIAH, :
ENAMUL SHAKUR, CARLOS ORTIZ, GRZEGORZ :
KOCIECKI, MAHBUBUL KARIM, TANVIR SHAHID, :
ADRIAN DOMINGUEZ RESENDIZ, CESAR :
ABAMBARI, HORACIO HERNANDEZ, JOSE REYES, :
PATRICIO GONZALEZ, SHAILENDRA SHRESTHA, :
ROHIT TALWAR, MARCOS REYES, ROBERTO :
SEGUNDO, FELIX SEGUNDO, and AUGUSTIN :
REYES, on behalf of themselves and other similarly : 07-CV-3512 (JSR) (FM)
situated current and former restaurant workers employed :
by Defendants, :
:
Plaintiffs, :
:
v. :
:
DEVI RESTAURANT, LTD., RAKESH AGGARWAL, :
SUVIR SARAN, and HEMANT MATHUR, :
:
Defendants. :
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AFFIDAVIT OF SUVIR SARAN

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Suvir Saran, being duly sworn, deposes and says:

1. I am the former Co-Executive Chef of Devi Restaurant (“Devi” or “Restaurant”), and I am fully familiar with the facts stated below. I make this affidavit in support of the Memorandum of Law in Support of the Motion to Dismiss the Third Amended Complaint on Behalf of Suvir Saran and Hemant Mathur.

2. In or about May 2004, I was hired by Rakesh Aggarwal, the former owner of Devi, as a Co-Executive Chef of the Restaurant.

3. Devi opened in or about September 2004. The Restaurant was located at 8

East 18th Street, New York, NY 10003.

4. As dictated by Mr. Aggarwal, my job duty as Co-Executive Chef was to develop recipes with Hemant Mathur and promote the Restaurant

5. Mr. Aggarwal was the sole owner of Devi. He had complete control over the operations of the Restaurant.

6. I had no ownership interest in Devi and did not receive any of the profits of the Restaurant.

7. Mr. Aggarwal had full authority to hire and fire Devi employees. As Co-Executive Chef, I did not hire and/or fire Devi employees.

8. Mr. Aggarwal had complete financial control of Devi. Consequently, he was the only individual who decided employee wages, calculated overtime wages, and signed payroll checks.

9. As Co-Executive Chef of Devi, I did not set the wages for employees, calculate overtime wages, and/or sign payroll checks. That was not part of my job duties.

10. Mr. Aggarwal had complete authority and control to determine the work schedules of the Restaurant employees.

11. I never set the work schedules of the Restaurant employees.

12. Mr. Aggarwal had full and complete operational control over Devi and was the only one who retained employee records.

13. I had no power to retain employee records and at no time did I retain such records.

14. As Co-Executive Chef of Devi, I was not responsible for creating and enforcing workplace policies for employees.

15. In or about August 2007, Mr. Aggarwal closed the Restaurant.

16. In or about September 2007, Devi was re-incorporated as Devi Eclectic Indian Cuisine, Inc. and was re-opened (the "current Devi") in or about October 2007.

17. I co-own the current Devi with Mr. Mathur. Mr. Aggarwal has no ownership interest in the current Devi.

18. On or about October 1, 2007, the current Devi placed advertisements in local newspapers announcing job openings. No named Plaintiffs applied for any positions.

19. The current Devi hired a former employee of the Restaurant after he inquired about a job.

20. I make this declaration under penalty of perjury.


Suvir Saran

Sworn to before me this
6th day of December, 2007


Notary Public

VIRGINIA GENTILE
Notary Public, State of New York
No. 01GE4960908
Qualified in Nassau County
Commission Expires January 2, 2010